

**CITY OF SAN JOSE & INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 230**

2009 NEGOTIATIONS GROUND RULES

1. PURPOSE

The purpose of these negotiations is to reach agreement on a successor Memorandum of Agreement (MOA) between the International Association of Firefighters, Local 230 and the City of San Jose.

2. NEGOTIATION SESSIONS

Negotiation sessions shall be public.

3. ISSUES AND PROPOSALS

The deadline for submitting new issues and/or proposals is July 15, 2009. After that date, new issues may be raised by mutual consent of the parties. Issues not submitted before that date or not raised by mutual consent after that date may not be presented at arbitration.

4. PROPOSALS

During negotiating sessions, all City and IAFF, Local 230 negotiating team members may express opinions, share ideas, suggest options, and provide additional information. However, statements of individual team members shall not constitute a proposal, counterproposal, or rejection of a proposal, unless specifically articulated as such by the Chief Negotiator.

5. TENTATIVE AGREEMENTS & DROPPED ISSUES

Tentative agreements (TAs) will be identified as such. They are binding only upon final agreement of all contract terms or after an arbitration award.

Dropped issues or TA's will not be revived in arbitration.

Tentative agreements are subject to approval by the City Council and ratification by the IAFF, Local 230 membership unless adopted as part of an arbitration award.

6. RELEASE TIME FOR BARGAINING TEAM MEMBERS

A maximum of three IAFF, Local 230 representatives will be compensated for negotiation sessions that occur during their regular work schedule. The City shall not pay overtime for time spent in negotiations.

**CITY OF SAN JOSE & INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 230**

2009 NEGOTIATIONS GROUND RULES

7. IMPASSE, MEDIATION AND INTEREST ARBITRATION

In the event impasse is declared regarding contract negotiations for a new MOA, the parties will participate in mediation prior to arbitration in an attempt to resolve the dispute, pursuant to Section 47.1.2 of the MOA.

Interest Arbitration shall proceed in accordance with City Charter Section 1111.

For the City of San Jose

For IAFF, Local 230

Date: _____

Date: _____

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #3

Proposal Wages

Proposed Language

ARTICLE 5 WAGES AND SPECIAL PAY

5.1 Wages and Special Adjustments

There shall be no wage increases during the term of this contract.

~~Effective July 3, 2005, all persons represented by the IAFF shall receive a wage increase of 4.50%.~~

~~Effective July 2, 2006, all persons represented by the IAFF shall receive a wage increase of 5.70%.~~

~~Effective July 1, 2007, all persons represented by the IAFF shall receive a wage increase of 5.70%.~~

~~Effective June 29, 2008, all persons represented by the IAFF shall receive a wage increase of 3.75%.~~

~~Any general wage increase during the term of the MOA will be reduced by the cost of any additional premium pay for Special Operations effective on or after the first pay period of that fiscal year.~~

The wage increases are approximate in accordance with current City of San José payroll tables. Salary ranges are attached hereto as "Exhibits I, II, III, and IV".

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #4

Proposal Anti-Terrorism Training Pay

Proposed Language

5.1.1 Terrorism/Anti-Terrorism Pay. Effective July 1, 2006, all persons represented by the IAFF shall receive a wage increase of 2.0% for anti-terrorism training. This shall be pensionable. Effective June 28, 2009, all persons represented by IAFF, Local 230 shall no longer be eligible to receive terrorism/anti-terrorism pay.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #5

Proposal Paramedic Premium Pay

Proposed Language

5.4 Paramedics. Each employee licensed by the State of California, accredited by the County of Santa Clara and assigned to front line or support paramedic duty as a paramedic shall be eligible for paramedic premium pay.

5.4.1 Paramedic premium pay for front line paramedics shall be an amount equal to eleven and one-half percent (11.5%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary. Beginning in pay period 19 of 1996 (August 25, 1996), paramedic premium pay for front line paramedics shall be an amount equal to twelve percent (12%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary. Effective June 28, 2009, paramedic premium pay for front line paramedics shall be an amount equal to six percent (6%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #6

Proposal Support Paramedic Premium Pay

Proposed Language

- 5.4.2 Paramedic premium pay for support paramedics shall be an amount equal to eight percent (8.0%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary. Effective May 1, 2007, employees who are newly designated as support paramedics shall receive paramedic premium pay in an amount equal to five percent (5%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary. Employees previously designated as support paramedics shall have their paramedic premium pay frozen and "Y-rated" and shall continue to receive that amount as paramedic premium pay until such time as that amount is either less than or equals five percent (5%) of top step firefighter base biweekly pay in which event that support paramedic shall continue thereafter to receive as paramedic premium pay an amount equal to five percent (5%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary. Effective June 28, 2009, employees designated as support paramedics shall no longer be eligible to receive support paramedic pay.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #7

Proposal Emergency Medical Technician

Proposed Language

- 5.3 Emergency Medical Technician (EMT). Each employee who qualifies for certification by Santa Clara County as an Emergency Medical Technician (EMT-NA or EMT-D Non Ambulance or Defibrillation) shall be paid an amount equal to three percent (3.0%) of top step firefighter base biweekly pay for each pay period in which the employee is entitled to receive a salary, commencing with the first full pay period after the Fire Chief files with the Director of Finance a statement that the employee qualifies for such certification. Effective June 28, 2009, all employees represented by IAFF, Local 230 shall no longer be eligible to receive EMT pay.
- 5.3.1 Employees will continue to be required to obtain and maintain certification as an Emergency Medical Technician as a condition of continued employment. The City will continue to provide training.

CITY PROPOSAL #8

Proposal Holiday Benefits

Proposed Language

ARTICLE 24 HOLIDAY BENEFITS

- 24.1 Subject to the provisions of Section 24.2 of this Article, each full-time employee who holds a position allocated to any classification assigned to Representation Unit No. Two shall be entitled to receive and shall be given as a holiday benefit from and after July 14, 1985, in lieu of any other holidays (excepting any other days proclaimed or designated by the Council as holidays for which full-time employees will be entitled to holiday leave), 4.7385 hours of time off for each biweekly pay period after July 14, 1985, during which the employee is assigned to twenty-four (24) hour shifts or 3.3847 hours of time off from duty for each biweekly pay period after July 14, 1985, during which such employee is not assigned to twenty-four (24) hour shifts, but exclusive of any such biweekly pay period spent by the employee on unpaid leave. Said holiday benefit shall be given to each such officer or employee at a time to be determined by the City Manager, in their discretion, or by the Fire Chief with the approval of the City Manager, either before or after the biweekly pay period as provided hereby, but in no event shall such benefit for any biweekly pay period be given before the beginning of the biweekly pay period for which such benefit is given, nor later than twenty-six (26) biweekly pay periods immediately following the biweekly pay period for which such benefit is given.
- 24.2 If, at any time on or before the expiration of twenty-six (26) biweekly pay periods immediately following the biweekly pay period during and for which any full-time employee becomes entitled to time off duty as a holiday benefit under the provisions of Section 24.1 of this Article, the City Manager shall find or determine that to give any such employee such benefit to which they may be entitled under Section 24.1 for any such pay period would seriously impair the efficiency of the Fire Department, the City Manager may order that such employee shall receive and be given, and in such event said employee shall thereupon be entitled to receive and shall be given in lieu of the holiday benefit to which the employee would otherwise be entitled for any biweekly pay period under the provisions of Section 24.1, such full-time employee shall be given as extra holiday compensation 5.623% of their regular salary during said biweekly pay period of full-time employment.
- 24.3 Effective June 27, 2010, all classifications represented by IAFF, Local 230 (excluding the classification of Fire Recruit) shall receive a 3.00% special pay adjustment in place of the holiday-in-lieu compensation provided in 24.2 above. Beginning June 27, 2010 and continuing thereafter, the holiday benefit provided in 24.1 and 24.2 above shall cease to apply to classifications represented by IAFF, Local 230. It is expressly understood that the 3.00% special pay adjustment is compensation for all employees in classifications represented by IAFF, Local 230 in lieu of holiday benefits. There shall be no additional holiday compensation.
- ~~24.3 For the purpose of computing retirement benefits for employees covered by this Agreement, and in accordance with the provisions of 3.36.020 of the San José Municipal Code, the term "compensation" as it is used to determine retirement benefits shall be defined to include holiday pay.~~

CITY PROPOSAL #9

Proposal Healthcare Benefits

Proposed Language

ARTICLE 6 INSURANCE BENEFITS

6.1 Health Insurance Coverage.

6.1.1 Eligible employees may elect health insurance coverage under one (1) of the plans for employee only or for employee and dependents. As of the effective date of this Agreement, the plans include: Kaiser, Blue Shield HMO, and Blue Shield POS/PPO.

~~6.1.2 The City will pay ninety percent (90%) of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage, and the employee will pay ten percent (10%) of the premium of the lowest cost plan up to a maximum of \$25.00 per month. Any additional amount above the cost of the lowest priced plan, less \$25.00 per month, required for the premium of any plan other than the lowest priced plan shall be paid by the employee.~~

~~6.1.3 Effective January 1, 2007, the City will pay ninety (90%) percent of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage and the employee will pay ten (10%) percent of the premium of the lowest cost plan up to a maximum of \$100.00 per month. Any additional amount above the cost of the lowest priced plan, less \$100.00 per month, required for the premium of any plan other than the lowest priced plan shall be paid by the employee.~~

~~6.1.24 Effective January 1, 2008, the~~The City will pay ninety (90%) percent of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage and the employee will pay ten (10%) percent of the premium of the lowest cost plan up to a maximum of \$150.00 per month. Any additional amount above the cost of the lowest priced plan, less \$150.00 per month, required for the premium of any plan other than the lowest priced plan shall be paid by the employee.

6.1.3 Effective January 1, 2010, the City will pay eighty (80%) percent of the full premium cost of the lowest cost plan for employee or for employee and dependent coverage and the employee will pay twenty (20%) percent of the premium of the lowest cost plan. If an employee selects a plan other than the lowest priced plan, the employee shall pay the difference between the total cost of the selected plan and the City's contribution towards the lowest priced plan for employee or for employee and dependent coverage.

CITY PROPOSAL #10

Proposal Co-pays for HMO Plans

Proposed Language

ARTICLE 6 INSURANCE BENEFITS

6.1.5 ~~Effective January 1, 2008, c~~Co-pays for all available HMO plans shall be as follows:

- a) Office Visit Co-pay shall be increased to \$10.
- b) Prescription Co-pay shall be increased to \$5 for generic and \$10 for brand name.
- c) Emergency Room Co-pay shall be increased to \$50.

6.1.6 Effective January 1, 2010, co-pays for all available HMO plans shall be as follows:

- a) Office Visit Co-pay shall be increased to \$30.
- b) Prescription Co-pay shall be increased to \$15 for generic and \$25 for brand name.
- c) Emergency Room Co-pay shall be increased to \$100.
- d) In-patient/Out-patient Procedure Co-pay shall be increased to \$100.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #11

Proposal Education Reimbursement

Proposed Language

- ~~7.1 Tuition Assistance. The Tuition Assistance policy as provided in Section 8.01 (revised July 1, 1988) of the Personnel Administrative Manual of the City of San José shall be continued during the term of this Memorandum of Agreement. In no event shall tuition received from this program plus reimbursement from other educational incentive programs exceed the total cost of tuition and books.~~
- ~~7.2 Educational Incentive Plan. Exclusive of, and in addition to 7.1 above, the Firefighters' Educational Incentive Bonus Plan, as provided in Section 8.06 of the Personnel Administrative Manual (rev. September 4, 1985) of the City of San José, and attached hereto as "Exhibit V", shall be continued during the term of this Memorandum of Agreement.~~
- ~~7.2.1 Department Educational Incentive Program. During the term of this Agreement, the parties agree to refer to a Labor Management Committee the issue of a new Educational Incentive Program for bargaining unit members. Such Committee shall consider eligibility criteria for the incentive, tuition reimbursement, cost reimbursement and similar matters. Pending completion of such review and mutual agreement on a new program, the current program shall continue in effect.~~
- ~~7.2.2 Paramedic Continuing Education Classes. Continuing Education classes required to maintain licensing and accreditation for employees assigned to the City's paramedic program shall be paid for by the City. The City will attempt to schedule continuing education classes during on-duty hours. However, if a front-line or support paramedic attends a required continuing education class during off-duty hours, the employee shall be compensated at the appropriate rate. All overtime hours are subject to provisions outlined in Article 14, Hours of Work and Overtime.~~
- 7.1 Education Reimbursement. The City will reimburse each employee one-hundred percent (100%) of eligible expenses incurred, up to \$300 per fiscal year, pursuant to the terms and conditions of the Education Reimbursement Program for employees represented by IAFF, Local 230 as described in the City Policy Manual.
- [Note: Exhibit V Personnel Administrative Manual, Section 8.01 – General Education Reimbursement and Personnel Administrative Manual, Section 8.06 – Special Professional and Educational Incentives shall be deleted from the MOA]
- 7.2 Paramedic Continuing Education Classes. Continuing Education classes required to maintain licensing and accreditation for employees assigned to the City's paramedic program shall be paid for by the City. The City will attempt to schedule continuing education classes during on-duty hours. However, if a front-line or support paramedic attends a required continuing education class during off-duty hours, the employee shall be compensated at the appropriate rate. All overtime hours are subject to provisions outlined in Article 14, Hours of Work and Overtime.

Education Reimbursement

4.3.1

PURPOSE

The purpose of the City's Education Reimbursement Program is to encourage City employees to improve their job skills and performance by providing financial assistance for successful completion of job-related academic, professional, and technical course work. To qualify for reimbursement under the program, the proposed course work must improve the employee's skills and knowledge as required by the employee's present position; benefit the employee's professional development as a City employee; or enhance the employee's career development with the City of San Jose.

This section describes the conditions and procedures for obtaining reimbursement for qualifying course work by non-management City employees. Education reimbursement for management employees is covered by the Professional Development Program.

AUTHORITY

The Director of Human Resources, in cooperation with the appointing authority, shall establish and maintain a system for administering the education reimbursement policy and shall be the final authority for the application of the policy.

POLICY

A. OVERVIEW

Under the Educational Reimbursement Program, employees may be reimbursed for the cost of registration, tuition, and required textbooks of qualifying courses. The percentage of the cost which will be reimbursed, the total amount of reimbursement allowed each fiscal year and the type of courses covered by this program are determined by the applicable Memorandum of Agreement (MOA). *Employees must submit the Request for Reimbursement Form to their Department Director no less than two (2) weeks before the course work begins.* The Department Director may or may not approve reimbursement based on guidelines determined by the applicable MOA and this policy. If the request is approved, employees will receive the reimbursement *after* the course work is completed in their paychecks. Employees must receive a letter grade of 'C' or better for coursework receiving a grade. If a course is given on a credit/no credit or attended/not attended basis, an employee must receive a "credit" or "attended" to qualify for reimbursement. Employees may appeal the denial of education reimbursement to the Director of Human Resources. Employees may also be eligible to receive a prorated amount of education reimbursement for non-college accredited courses and others as listed in the applicable Memorandum of Agreement up to the amount specified in the applicable MOA.

B. ELIGIBILITY

Employee must be a full or part-time benefited employee and have passed probation by the start date of the course.

Education Reimbursement**4.3.1****C. COURSE SELECTION REQUIREMENTS**

- a. Course work for regular academic units of credit from an accredited university, college, or community college qualifies for the Education Reimbursement Program.
- b. Whether employees may use the Education Reimbursement Program for other types of course work (e.g. continuing education units, adult education classes, certification examination fees, professional membership dues/licenses/professional certificates, and job-related workshops/seminars/conferences) depends on the employee MOA.
- c. The course work must relate to the employee's current or anticipated duties and assignments as a City employee. To qualify for reimbursement under the program, the proposed course work must:
 1. Improve the employee's skills and knowledge as required by the employee's present position; or
 2. Benefit the employee's professional development as a City employee; or
 3. Enhance the employee's career development with the City of San Jose.

For example, the proposed course work can:

- ☐ prepare employees for significant technological changes occurring within the employee's career field; or
 - ☐ prepare employees for new duties due to a change in assignment; or
 - ☐ prepare employees to assume new and different duties as a result of a promotional appointment; or
 - ☐ prepare employees for promotional opportunities within the City of San Jose based on a logical educational plan of accomplishment approved by the employee department director.
- d. Reimbursement is authorized only for courses involving actual class time.
 - e. Employees must receive a letter grade of 'C' or better for coursework receiving a grade. If a course is given on a credit/no credit or attended/not attended basis, an employee must receive a "credit" or "attended" to qualify for reimbursement
 - f. Employees must take the course on the employee's own time. City time may not be used to attend educational opportunities covered by this program. If a course is only offered during regularly scheduled work hours, the employee's department director may make reasonable efforts to adjust work schedules to accommodate the scheduling conflict.
 - g. Credit awarded for life or work experience is ineligible for reimbursement.
 - h. A maximum of nine (9) units will be allowed for thesis and required project class seminars.

Education Reimbursement**4.3.1****D. REIMBURSEMENT**

- a. If employees qualify, they will be reimbursed for the cost of registration, tuition, and required textbooks as determined by the applicable MOA. The maximum amount that employees may be reimbursed each fiscal year is also determined by the applicable MOA. The applicable MOA also specifies the maximum amount that employees may be reimbursed for different types of course work.
- b. Employees must report any financial assistance funds received from another agency or source in the request for reimbursement. In no event shall reimbursement received from this program, plus reimbursement from other educational incentive programs, exceed the total cost of registration, tuition, and required textbooks. If the total amount of reimbursement from the City and other sources exceeds the total amount of approved expenses, the City will reduce the amount to be reimbursed accordingly.
- c. The deadline for submitting Education Reimbursement Forms for any expenses of the prior Fiscal Year is the end of the **second full pay period of July**.

PROCEDURES

- | | |
|---------------------|--|
| Employee | 1. Completes Section I of the Request for Education Reimbursement Form and attaches copy of the course description to the request form. Submits the request form to the department director <i>no less than two weeks before the course work begins</i> . |
| Department Director | 2. Reviews the request, verifies eligibility and job relatedness, and completes Section II of the request form. Returns the form to the employee within one week of submission. |
| Employee | 3. Retains the original request form. |

If the request is denied, the employee may appeal the denial to the Director of Human Resources. Submit the appeal in writing prior to the start of the course work. The appeal should include the original Education Reimbursement Request Form, a copy of the course work information, any additional information appropriate and the reason that the employee believes the course work does qualify for education reimbursement. The employee will be notified in writing of the decision of the Director of Human Resources prior to the start of the course work. The decision of the Director of Human Resources is final.

If the request is approved, submits transcript, grade report or proof of attendance, list of required textbooks, and receipt(s) to the department fiscal staff once the course is completed.

Education Reimbursement**4.3.1**

Department
Fiscal Staff

4. Completes **Section III** of the request form, attaches documentation of satisfactory completion and receipt(s) to request form. Forwards paperwork to Payroll in the Finance Department. Reimbursements for any expenses of the prior fiscal year must be submitted to Payroll in the Finance Department before the end of the **second pay period in July**.

NOTE: If a course, which has been approved by the department director, is cancelled and then rescheduled, the employee does not need to resubmit the education reimbursement request form. The employee should notify in writing, the department director, specifying the name of the course, the original date/s and the rescheduled date/s.

Approved:

/s/ Mark Danaj
Director of Human Resources

11/13/08
Date

Education Reimbursement**4.3.1****Education Reimbursement for Full-Time and Part-Time Benefited Non-Management Employees**

Bargaining Unit	Benefits
Association of Building, Mechanical and Electrical Inspectors (ABMEI Unit 030) MOA 12/11/07 through 12/10/09	Fiscal year maximum: \$400 Reimbursement rate: 100% (100% for examination fees for certifications for combo inspectors per MOA section 5.9.2) Up to: \$400 Regular academic units and continuing education units
Confidential Employees Organization (CEO Unit 100) MOA 09/21/08 through 9/17/11	Fiscal year maximum: \$1000 Reimbursement rate: 100% Up to: \$1000 Regular academic units Up to: \$400 Continuing education units, Adult education classes, Job-related conferences/seminars and workshops, membership dues, professional licenses, and professional certificates See MOA Section 24.7 regarding reimbursement rates for Part-time Benefited employees.
International Brotherhood of Electrical Workers (IBEW Unit 070) MOA 03/09/08 through 03/6/10	Fiscal year maximum: \$1000 Reimbursement rate: 100% Up to: \$1000 Regular academic units Up to: \$600 Continuing education, adult education, Workshops, membership dues in professional Associations, professional licenses, and Professional certificates
International Association of Firefighters (IAFF Unit 020) MOA 03/01/04 through 06/30/09	Fiscal year maximum: \$300 Reimbursement rate: 100% Up to: \$300 Regular academic units
Municipal Employee Federation (MEF Units 050 & 052) MOA 07/01/08 through 6/30/11	Fiscal year maximum: \$1000 Reimbursement rate: 100% Up to: \$1000 Regular academic units: Up to: \$300 Continuing education units, adult education classes, job-related workshops and membership dues in professional associations, professional licenses, professional certificates See MOA Section 13.10.1 regarding reimbursement rates for Part-time Benefited employees.
International Association of Firefighters, IAFF, Local 230 MOA (new term)	Fiscal year maximum: \$300 Reimbursement rate: 100% Up to: \$300 Regular academic units

Education Reimbursement**4.3.1**

<p>International Union of Operating Engineers (OE #3 Unit 060)</p> <p>MOA 11/09/06 through 4/17/09</p>	<p>Fiscal year maximum: \$500 Reimbursement rate: 100%</p> <p>Up to: \$500 Regular academic units</p> <p>Up to: \$500 Continuing education classes, courses that are job related, lateral job related, or a promotional opportunity</p> <p>See MOA section 5.130.1</p>
<p>San Jose Police Officer's Association (POA Unit 010)</p> <p>MOA 03/01/04 through 06/30/08</p>	<p>Fiscal year maximum: \$300 Reimbursement rate: 75%</p> <p>Up to: \$300 Regular academic units</p>
<p>Unclassified Non-Management Employees (Unit 082)</p> <p>Compensation Summary 07/01/08 through 6/30/09</p>	<p>Fiscal year maximum: \$1000 Reimbursement rate: 100%</p> <p>Up to: \$1000 Regular academic units</p> <p>Up to: \$300 Continuing education units, adult education classes, job related workshops, and membership dues in professional associations, professional licenses; and professional certificates</p>

CITY OF SAN JOSE

REQUEST FOR EDUCATION REIMBURSEMENT FORM

INSTRUCTIONS - (See City Policy Manual, Section 4.3.1)

1. Complete a new education reimbursement form for each specific course
2. Attach description of course as described by Education Institution
- 3 Submit to Department Director for processing *no less than two weeks prior to start of course work*
4. If request is denied by department, employee may appeal to Human Resources Department Director, Policy, 4.3.1, Procedures, #3
5. Reimbursements for any expenses of the prior Fiscal Year must be submitted by the end of the second full pay period of July.

SECTION 1 -- INFORMATION

(To be completed by Employee)

NAME (LAST) _____ (FIRST) _____			DEPARTMENT/DIVISION _____		
CLASSIFICATION _____	CLASS # _____	EMPL ID _____	SUPERVISOR _____	DATE EMPLOYED _____	EXT. _____
COURSE NO. and TITLE (one form per course) _____ Educational Institution/Company/Professional Association (NAME) _____ Relationship of Education to Present Position: _____			Kind of Reimbursement		
			<input type="checkbox"/> Regular Academic Units (# of Units) _____ <input type="checkbox"/> Continuing Education Units (# of CEUs) _____ <input type="checkbox"/> Workshop/Seminar _____ <input type="checkbox"/> Conference _____ <input type="checkbox"/> Adult Education _____ <input type="checkbox"/> ABMEI, Examination for certification _____ <input type="checkbox"/> Membership dues/licenses/certificates _____		

ATTACHMENT: Complete a new education reimbursement form for each specific course

- ☐ Regular Academic course description
- ☐ Continuing Education course description
- ☐ Workshop/Seminar description
- ☐ Conference description
- ☐ Adult Education course description
- ☐ ABMEI, Exam for certification description
- ☐ Membership dues/licenses/certificates description

Start Date _____

End Date _____

Estimated Costs

Tuition _____

Registration _____

Books _____

Other (Specify) _____

TOTAL COSTS \$ _____

Are you now receiving Educational Assistance from other sources?

No Yes (If Yes Name Source) _____

Amount \$ _____

I hereby certify that the foregoing information is true and correct

Signed: _____ (Date) _____
(Applicant)

SECTION 2 --Employment Verification and Coursework APPROVAL or DISAPPROVAL

(To be completed by Department Director)

Employment status verified as: ☐ Correct ☐ Incorrect

☐ I hereby certify that the coursework described above fulfills the course selection requirements as detailed in the applicable MOA and the Education Reimbursement Policy, City Policy Manual, Section 4.3.1. Reimbursement approved subject to satisfactory Course completion.

☐ Disapproved: Explanation

(If request is denied by department, employee may appeal to Human Resources Department Director, Policy, 4.3.1, Procedures, #3)

Signed: _____ (Date) _____
(Department Director)

SECTION 3 -- REIMBURSEMENT

(To be completed by Department Fiscal Staff)

Evidence of payment and satisfactory course completion ☐ Yes ☐ No

Signed: _____
(Department Fiscal Staff)

Date: _____

Actual Costs

Tuition _____

Registration _____

Books _____

Other _____

TOTAL COST \$ _____

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #12

Proposal Uniform Allowance

Proposed Language

- 8.1 An annual Uniform Allowance not to exceed \$495.00 shall be paid to each sworn person who holds a position within the classifications listed below in accordance with the provisions of Section 8(a) of Resolution Number 51872, as amended, by the City Council. This shall be paid on a regular paycheck and the required tax deductions shall be applied. For calendar year 2009, \$495 shall be paid in January 2010.

2314	Battalion Chief	3333	Fire Master Mechanic
2313	Fire Captain	2326	Fire Prevention Inspector
3332	Assistant Fire Master Mechanic	2312	Fire Engineer
2310	Fire Fighter Recruit	2311	Fire Fighter
2328	Arson Investigator		

~~Upon successful completion of the firefighter academy, a firefighter recruit shall receive an advance of \$250.00 to be deducted from future uniform allowance payments.~~

- 8.2 ~~If an employee entitled to uniform allowance has less than two thousand eight hundred eighty (2,880) paid hours in the prior year, then uniform allowance will be reduced in the proportion that the employee's unpaid hours bear to two thousand eight hundred eighty (2,880) or equivalent conversion time for personnel on a forty (40) hour schedule. Effective the first pay period of payroll calendar year 2010, employees represented by this Agreement shall receive a uniform allowance not to exceed \$495.00 annually. Payment shall be made during the first two pay periods of each month, in the amount of \$20.62 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance pay for that period.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #13

Proposal Incorporation of side letter into MOA

Proposed Language

ARTICLE 7 EDUCATIONAL AND PROFESSIONAL INCENTIVES

- 7.3 Associate or Bachelor's Degree in Fire Science. Each employee who has been awarded an Associate of Arts, Associate of Science or Bachelor's of Science degree in Fire Science, Fire Technology, or Fire Protection Technology; ~~or an Associate of Science degree in Fire Science by an accredited college or university and meets any other requirements of this agreement,~~ shall be paid, for each biweekly pay period for which the employee is entitled to receive a salary, the amount of \$35.00 in addition to the salary established for the class to which the employee is assigned from and after the beginning of the pay period following the date on which proof is filed with the Director of Finance that the employee has been awarded such degree. No employee shall be entitled to receive payment for more than one (1) such degree.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #14

Proposal Overtime Eligibility

Proposed Language

ARTICLE 14 HOURS OF WORK AND OVERTIME

- 14.9 ~~Only actual time worked shall be used in the calculation of overtime. Time spent on paid sick leave, disability leave, holiday leave, vacation leave, military leave, compensatory time off duty, or other authorized paid leave shall be deemed as time worked for purposes of this article.~~

CITY PROPOSAL #15

Proposal Time Card Reporting

Proposed Language

- 10.1 Any employee who is called back to work after the employee has worked their scheduled shift and has departed from their place of employment shall be credited with overtime for the time worked, or for three (3) hours at the appropriate rate of compensation, whichever is greater. An employee called back to duty shall be entitled to the three (3) hour minimum call back compensation only once per workday; for subsequent call backs during the same day, the employee shall be credited with the time worked or for one-fourth (1/4) hours at the appropriate rate, whichever is greater.
- 14.5 An employee authorized or required to work overtime who works in excess of eight (8) or nine (9) hours per day, or twenty four (24) hours per day if assigned to a work schedule of fifty six (56) hours per week, shall be compensated at the rate of one and one-half (1.5) the employee's hourly rate, except when such excess hours result from a change in such employee's work week or shift or from the requirement that such employee fulfill their work week requirement. No overtime compensation shall be paid for overtime worked which does not exceed thirty (30) minutes per day. Overtime worked which exceeds thirty (30) fifteen (15) minutes in any work day shall be computed to the nearest one-half fourth (1/42) hour.
- 26.1.5 Anything in this Article to the contrary notwithstanding, an employee who, pursuant to the provisions of Article 27 of this Agreement, has been receiving temporary disability leave compensation and who has received the maximum allowable amount of such compensation pursuant to Article 27, and who is entitled to Workers' Compensation temporary disability benefits, other than the Workers' Compensation temporary disability benefits provided by Division I of the Labor Code of the State of California, shall be permitted to utilize accrued sick leave subject to the following restrictions: Sick leave shall be utilized in one-fourth (1/42) hour increments, but in no event shall an employee receive an amount, including any Workers' Compensation temporary disability compensation, in excess of such employee's regular base pay.

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CITY PROPOSAL #16

Proposal Consecutive Days Off

Proposed Language

- 14.4 Employees assigned to a forty (40) hour week shall be given two (2) consecutive days off and such days do not need to be consecutive. ~~even though the days off are in different work weeks, except where due to a change in the employee's work schedule, it is impossible to provide two (2) consecutive days off.~~

CITY PROPOSAL #17

Proposal Overtime will not apply to FLSA exempt employees

Proposed Language

5.6 Administrative Assignment Incentive Pay. The City and Union acknowledge that certain employees represented by the Union are needed to staff forty (40) hour per week assignments and that, while assigned to such duties, these employees are limited in their ability to work Minimum Staffing, are not eligible for FLSA overtime based on their regular work schedule and do not receive the work schedule advantages afforded to those employees on twenty four (24) hour shift assignments. Therefore, the City agrees to provide Administrative Assignment Incentive Pay in the amount of \$36.00 per pay period to those employees assigned to forty (40) hour per week positions.

10.1 Any employee who is called back to work after the employee has worked their scheduled shift and has departed from their place of employment shall be credited with overtime for the time worked, or for three (3) hours at the appropriate rate of compensation, whichever is greater. Overtime shall not apply to FLSA exempt employees. An employee called back to duty shall be entitled to the three (3) hour minimum call back compensation only once per workday; for subsequent call backs during the same day, the employee shall be credited with the time worked or for one-half (1/2) hours at the appropriate rate, whichever is greater.

Time worked for minimum staffing and call back purposes shall begin when an employee arrives at the work site. Employees shall be allowed one and one half (1.5) hours to arrive at the work site after receiving the call to report to duty

ARTICLE 11 WITNESS LEAVE

11.1 Each employee of the City who is required, under subpoena sought by the City or other directive of the City, to take time off duty with the City, to appear as a witness, by reason of their employment with the City, in any arbitration, administrative hearing or case or proceeding in any court of this State or of the United States of America, shall receive their regular salary during the time of service as a witness under subpoena, less any and all witness fees which the employee may receive thereafter.

11.2 Each employee of the City who is called from off-duty status to testify in an arbitration, administrative hearing or in court, under subpoena sought by the City or other directive of the City on any subject connected with their employment, shall be credited with overtime for the time spent by the employee in such arbitration, administrative hearing or court, or for three (3) hours, whichever is

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greater, less any and all witness fees which the employee may receive thereafter. Overtime shall not apply to FLSA exempt employees.

- 11.3 Upon service of subpoena, an employee shall immediately advise the Department Head or supervisor thereof, and of the time when the employee is required to appear in court in response thereto.

ARTICLE 14 HOURS OF WORK AND OVERTIME

- 14.1 The work week shall be seven (7) days commencing at 12:01 a.m. Sunday and ending at 12:00 Midnight the following Saturday.
- 14.2 The work day, for pay purposes, shall be a twenty-four (24) hour period commencing with the beginning of the employee's regularly scheduled shift.
- 14.3 Except as provided herein, the normal work schedule shall be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period, Monday through Friday. Employees assigned to work twenty-four (24) hour shifts shall be required to work at least an average of fifty-six (56) hours per week. Employees not assigned to work twenty-four (24) hour shifts shall be required to work an average of eighty (80) hours per biweekly pay period, working either eight (8) or nine (9) hours per day, as determined by the Fire Chief. The Fire Chief may assign any employee holding a position in a classification listed in "Exhibit I" to work twenty-four (24) hour shifts whenever in the employer's judgment such is necessary to provide fire suppression or protection services during day and night hours.
- 14.4 Employees assigned to a forty (40) hour week shall be given two (2) consecutive days off even though the days off are in different work weeks, except where due to a change in the employee's work schedule, it is impossible to provide two (2) consecutive days off.
- 14.5 An employee authorized or required to work overtime who works in excess of eight (8) or nine (9) hours per day, or twenty four (24) hours per day if assigned to a work schedule of fifty six (56) hours per week, shall be compensated at the rate of one and one-half (1.5) the employee's hourly rate, except when such excess hours result from a change in such employee's work week or shift or from the requirement that such employee fulfill their work week requirement. No overtime compensation shall be paid for overtime worked which does not exceed thirty (30) minutes per day. Overtime worked which exceeds thirty (30) minutes in any work day shall be computed to the nearest one-half (1/2) hour.
- 14.5.1 An employee assigned to a fifty-six (56) hour work week required to work overtime for work regularly assigned to forty (40) hour work week employees, or for the purpose of back filling an absence created by an employee assigned to a forty (40) hour work week shall be compensated at the overtime rate of one and one-half (1.5) times the employee's 1.4 rate for each overtime hour worked in the forty (40) hour position. In all other instances an employee assigned to a fifty-six (56) hour work week shall not be eligible for overtime at the 1.4 rate. An employee assigned to

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a fifty-six (56) hour work week shall not be eligible for overtime pay based on conversion to the forty (40) hour work week pay rate when assigned work which is part of the suppression line job function for their rank e.g., QAB's promotional interview boards, suppression line training, EMT proctoring, and special projects or committees.

- 14.6 Overtime worked shall be compensated, at the one and one-half (1.5) rate, by compensatory time. However, the Department Head may authorize payment in lieu of compensatory time where providing such compensatory time would impair departmental operations or efficiency. Except in extenuating circumstances, once the employee has received approval from the appropriate authority to take compensatory time off, payment for such approved time off shall not be authorized. An employee who transfers from working a forty (40) hour per week assignment to working twenty-four (24) hour shifts, or vice versa, shall have the employee's unused compensatory time balance converted accordingly by a factor of 1.4.
- 14.7 Compensatory time credited to an employee, and which is not taken within twenty-six (26) pay periods following the pay period in which the overtime is worked, shall be paid to the employee at the appropriate rate.
- 14.7.1 Compensatory time earned while on a forty (40) hour week assignment shall be converted to reflect a fifty-six (56) hour work schedule whenever employee is transferred to a fifty-six (56) hour work schedule. Compensatory time earned while on a fifty-six (56) hour week assignment shall be converted to reflect a forty (40) hour work schedule whenever an employee is transferred to a forty (40) hour work schedule.
- 14.8 Notwithstanding any other provision of this Article 14 to the contrary, the Fire Department may announce its intent to pay employees for accrued compensatory time that is not used as of a date specified by the department. The announcement will also specify a date by which time each affected employee must elect to either:
- 14.8.1 be paid for all accrued, unused compensatory time, OR
- 14.8.2 be paid for all but twenty-four (24) hours of such accrued, unused compensatory time, OR
- 14.8.3 retain all accrued, unused compensatory time, subject to other applicable provisions of this Article 14.
- Any employee not making an election will retain their compensatory time, subject to other provisions of this Article.
- 14.9 Time spent on paid sick leave, disability leave, holiday leave, vacation leave, military leave, compensatory time off duty, or other authorized paid leave shall be deemed as time worked for purposes of this article.

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- 14.10 An employee who is terminated by reason of resignation, discharge or retirement and who upon the effective date of such termination has accrued unused compensatory time earned from and after July 1, 1968, shall be paid for such hours of unused compensatory time at the employee's straight time hourly rate. In the event the termination results from the death of the employee, the payment, if any, shall be made to the executor of the will or the administrator of the estate.
- 14.11 The present fifty-six (56) hour work week and shift schedule shall continue during the term of this Agreement unless mutually changed by the parties.
- 14.12 The City shall provide suitable sanitation facilities for incidents which will last more than four (4) consecutive hours.
- 14.13 All employees assigned to fire line suppression duties shall receive ninety (90) minutes per shift for exercise or work-out needs in accordance with applicable Department policies, provided, however, that this provision shall not entitle any employee to overtime work for the purpose of exercising.
- 14.14 During the term of this Agreement, the City may create one or more new 40-hour per week assignment engine companies. If the City implements a new 40-hour per week engine company, the City will meet and confer with IAFF, Local 230 regarding matters within the scope of representation for each new 40-hour per week company.
- 14.15 This Article shall not apply to FLSA exempt employees.

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CITY PROPOSAL #18

Proposal Commencement of Negotiations

Proposed Language

ARTICLE 1 TERM

1.2 It is the mutual desire of the parties to conclude the meet and confer process as early as possible prior to the expiration of this Agreement. Therefore, prior to ~~April~~January 1 preceding the expiration of this Agreement, each party will furnish the other with a list of the issues it wishes to raise in the meet and confer process.

1.3 ~~The City agrees to begin the meet and confer process as soon thereafter as is reasonably possible.~~

ARTICLE 17 FULL UNDERSTANDING, MODIFICATION AND WAIVER

17.5 Both parties agree that, at the request of the other, the first negotiation session shall occur during the first full week of the month of ~~January~~April immediately prior to the contract expiration.

CITY PROPOSAL #19

Proposal Immediate Arbitration

Proposed Language

~~20.6 – Immediate Arbitration:~~

- ~~20.6.1 – Any party may waive the grievance procedure time limits specified in this Article and proceed to immediate arbitration in any case where the party alleges that the other is threatening to take an action in violation of the Agreement in so short a period of time as to disallow the party from proceeding within the time limits of this Article. However, the method of proceeding to Immediate Arbitration must be done consistent with the following provisions:~~
- ~~20.6.2 – The arbitration shall take place no earlier than the fifteenth (15th) day following the request by the grieving party for such "Immediate Arbitration," unless otherwise mutually agreed. During the two (2) week period, fourteen (14) calendar days, immediately following the request for Immediate Arbitration, the responding party shall have the opportunity to attempt to resolve the dispute.~~
- ~~20.6.3 – If the City is the responding party, the Fire Chief and Director of Employee Relations, or their designated representatives, jointly, shall have the opportunity to meet with or otherwise communicate with appropriate Union representatives, in an attempt to resolve the dispute.~~
- ~~20.6.4 – Once the request for Immediate Arbitration is filed, the parties shall (even though dispute resolution discussions are going on during the two (2) week period) attempt to agree upon a neutral arbitrator and to obtain a date for arbitration hearing as soon as possible immediately following the two (2) week period.~~
- ~~20.6.5 – The parties will attempt to have a standing list of available "Immediate Arbitrators," but if no agreement on same is reached, the parties will obtain five (5) arbitrators, by telephone if possible, from the State Mediation and Conciliation Service. The first arbitrator available to hear the matter following the two (2) week period shall be selected as arbitrator. The order of contacting the potential arbitrators shall be determined by lot unless mutually agreed otherwise. The parties are free to mutually agree upon an immediate arbitrator through any other process or agreement.~~
- ~~20.6.6 – In any such case, the arbitrator selected to decide the dispute or grievance shall have the full and equitable power to frame a decision, including an order to the party initiating the dispute or grievance to abide by the time limits provided in the Article, or a restraining order against the party threatening the action or any other form of arbitration order that would resolve the matter in an equitable and just manner. However, the arbitrator may not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.~~

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~~20.6.7 Unless the parties agree otherwise, closing argument shall be presented orally and there shall be a "bench" decision.~~

~~20.6.8 The parties shall attempt to have the arbitration proceedings completed as quickly as possible, including by meeting nights and weekends, if at all possible.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #20

Proposal Consolidated Arbitration

Proposed Language

17.4 Although nothing in this Agreement shall preclude the parties from mutually agreeing to meet and confer or negotiate on any subject within the scope of representation during the term of this Agreement, it is understood and agreed that neither party may require the other party to meet and confer or negotiate on the subject matter covered herein. ~~This provision shall not apply to matters covered by the provisions entitled "Consolidated Arbitration," in the Grievance Procedure herein.~~

~~20.7 Consolidated Arbitration:~~

~~20.7.1 If a matter goes to arbitration, and an arbitrator determines that the dispute in question is not otherwise covered by this Agreement, but would be subject to the provisions of Section 1111 of the Charter of the City of San José, then the same arbitrator serving as the neutral arbitrator and chairperson shall convene a three (3) member Board of Arbitrators and shall have the same authority as if selected as the neutral arbitrator under Charter Section 1111. The non-neutral members of the Board shall be chosen as provided in Section 1111. The Board shall conduct "mediation/arbitration". The Parties contemplate the sort of "mediation/arbitration" as the process is traditionally used in the San Francisco Bay Area. This process shall constitute issue by issue, last best offer arbitration proceedings as described in Charter Section 1111.~~

~~20.7.2 The parties herein contemplate eliminating the additional time and expense that would occur if a separate arbitrator had to be chosen under Section 1111 to hear/resolve the dispute in a separate proceeding.~~

CITY PROPOSAL #21

Proposal Sick Leave Payout for current employees

Proposed Language

26.2 Sick Leave Payoff. There shall be paid to each full-time employee of the City:

- 26.2.1 Who qualifies for retirement and retires from the service of the City under and pursuant to the provisions of any applicable retirement plan of the City except Chapter 3.28 of Title III, of the San José Municipal Code, other than a full-time employee who retires or becomes eligible for retirement allowances pursuant to the provisions of Section 3.24.510, Section 3.32.370, or Section 3.36.1630 of the San José Municipal Code; or
- 26.2.2 Who qualifies for retirement and retires from the service of the City under and pursuant to the provisions of Chapter 3.28 of Title III of the San José Municipal Code, and who, at the time of such retirement, is credited with at least fifteen (15) years or twenty (20) years of service, whichever is applicable, in said retirement plan; or
- 26.2.3 Whose service with the City is terminated, and who, subsequent to such termination of service, qualifies for retirement and retires pursuant to the provisions of said Section 3.24.510, Section 3.32.370 or Section 3.36.1630, of the San José Municipal Code, and who, at the time of such retirement, is credited with at least fifteen (15) or twenty (20) years of service in the applicable retirement plan; or
- 26.2.4 To the estate of any full-time employee who had terminated service with the City but had retained rights in a retirement system according to provisions in the SJMC, and dies (on or after July 10, 1977) prior to becoming as cited under provisions of the SJMC, and has at the time of death credit for at least twenty (20) years of service in the applicable retirement plan.
- 26.2.5 To the estate of any full-time employee of the City of San José who dies prior to such retirement, even though the employee is not credited with at least fifteen (15) or twenty (20) years of service in any applicable retirement plan, as additional compensation for not having used all or some of their accumulated sick leave with pay, such compensation as shall equal the greatest of the following:
 - (a) If such full-time employee, at the time of retirement or death, shall have accumulated and has to their credit less than four-hundred (400) hours, or five-hundred sixty (560) hours for any full-time employee who is assigned to twenty four (24) hour shifts, of earned unused sick leave, the employee or their estate, shall be paid a sum of money equal to fifty percent (50%) of the employee's hourly rate of pay at the time of death, retirement, or termination, whichever is earlier, multiplied by the total number of the employee's accumulated and unused hours of sick leave as of the date of death or retirement;
 - (b) If such full-time employee, at the time of retirement or death, shall have accumulated and has to their credit, at least four-hundred (400) hours, or five-hundred sixty (560)

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hours for any full-time employee who is assigned to twenty-four (24) hour shifts, but less than eight-hundred (800) hours, or one-thousand one-hundred twenty (1,120) hours for any full-time employee who is assigned to twenty-four (24) hour shifts, of earned unused sick leave, the employee or their estate, shall be paid a sum of money equal to sixty percent (60%) of the employee's hourly rate of pay at the time of death, retirement or termination, whichever is earlier, multiplied by the total number of the employee's accumulated and unused hours of sick leave as of the date of death or retirement;

- (c) If such full-time employee, at the time of retirement or death, shall have accumulated and has to their credit at least eight-hundred (800) hours, or one-thousand one-hundred twenty (1,120) hours for any full-time employee who is assigned to twenty-four (24) hour shifts, but less than one-thousand two-hundred one (1,201) hours, or one-thousand six-hundred eighty (1,680) for any full-time employee who is assigned to twenty-four (24) hours shifts, of earned unused sick leave, the employee or their estate, shall be paid a sum of money equal to eighty percent (80%) of the employee's hourly rate of pay at the time of death, retirement or termination, whichever is earlier, multiplied by the total number of the employee's accumulated and unused hours of sick leave as of the date of death or retirement. This provision shall not apply to any employee who retires after June 30, 2009.
- (d) If a full-time employee, at the time of service retirement or death, has accumulated and has to their credit at least one-thousand two-hundred one (1,201) hours, or one-thousand six-hundred eighty (1,680) hours for any full-time employee who is assigned to twenty-four (24) hour shifts, or greater of earned unused sick leave, the employee or their estate, shall be paid a sum of money equal to one-hundred percent (100%) of the employee's hourly rate of pay at the time of death or service, whichever is earlier, multiplied by the total number of accumulated and unused hours of sick leave as of the date of death or retirement. If after retirement the employee switches from service to disability retirement, the employee shall repay to the City the difference in sick leave payout between service and disability retirement (e.g. one-hundred percent (100%) service, eighty percent (80%) disability). This provision shall not apply to any employee who retires after June 30, 2009.
- (e) Effective July 1, 2009, if such full-time employee, at the time of retirement or death, shall have accumulated and has to their credit at least eight-hundred (800) hours, or one-thousand one-hundred twenty (1,120) hours for any full-time employee who is assigned to twenty-four (24) hour shifts of earned unused sick leave, the employee or their estate, shall be paid a sum of money equal to fifty (50%) of the employee's hourly rate of pay at the time of death, retirement or termination, whichever is earlier, multiplied by the lesser of (1) of the total number of the employee's accumulated and unused hours of sick leave as of the date of death or retirement or (2) twelve hundred (1200) hours for forty-hour employees or one-thousand, six-hundred and eight (1680) for any full-time employee who is assigned to twenty-four (24) hours shifts.

The following chart summarizes sick leave payoffs effective July 1, 2009.

40 Hour Employee	
No. of Hours	Payout
0 – 1200	50% (capped at 1200)

56 Hour Employee	
No. of Hours	Payout
0 – 1680	50% (capped at 1680)

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26.2.6 For purposes of payment of accumulated sick leave as provided in this Article, sick leave accumulated during prior periods of employment shall be credited to the employee. Such previously accumulated sick leave shall be credited to the employee for use during such employee's current employment.

~~26.2.7 For purposes of the sick leave payoff benefit, service with the Central Fire District will be counted as years of service for the City for former employees of the Central Fire District who transferred to the City under the consolidation.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #22

Proposal Sick Leave Payout for new employees

Proposed Language

ARTICLE 26 SICK LEAVE

26.2.8 Employees hired by the City on or after July 1, 2009, shall not be eligible for a sick leave payoff benefit.

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CITY PROPOSAL #23

Proposal Staff Services from the City Attorney's Office

Proposed Language

| ~~28.2 No staff services from the City Attorney's Office will be charged to the Police and Fire Retirement Fund.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #24

Proposal Pension formula for new hires

Proposed Language

ARTICLE 28 RETIREMENT

28.5 The current formula for calculating retirement benefits is 2 ½% percent of the final compensation for each year of service with the City up to 20 years, plus 3% of final compensation for each year of service with the City between 21 and 25 years, and 4% from 26-30 years subject to a maximum of 85%.

Effective July 1, 2008, the benefit formula will be changed to 3% of final compensation for each year of service once an employee completes twenty (20) years of service to a maximum of 90%.

28.6 The formula for calculating retirement benefits for Police & Fire Department Retirement Plan members who are in classifications in the San Jose Fire Department, who are hired by the City of San Jose on or after July 1, 2009, shall be as follows:

0 – 30 years of service:	2 ½% of final compensation for each year of service with the City
Maximum benefit:	75%

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CITY PROPOSAL #25

Proposal Final Average Salary for New Hires

Proposed Language

28.9 Final Average Salary. For Police and Fire Department Retirement Plan members who are in classifications in the San Jose Fire Department, who are hired by the City of San Jose on or after July 1, 2009, and retire, either for service or disability, the final compensation shall mean the highest average monthly compensation of the member during any period of thirty-six (36) consecutive months of City service for which such member receives credit in the plan.

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CITY PROPOSAL #26

Proposal Cost of Living Adjustment for new hires

Proposed Language

28.9 Cost of Living Adjustment (COLA).

28.9.1 Police and Fire Department Retirement Plan members who are in classifications in the San Jose Fire Department, who are hired by the City of San Jose on or after July 1, 2009, shall be credited by the Retirement Plan, with an annual Cost of Living Adjustment not to exceed 2% to the monthly allowance, after the plan member retires. The COLA will be adjusted every February 1st by the percentage change from December to December in the San Francisco-Oakland-San Jose All Urban Consumers (U) Consumer Price Index from the prior year, but in no event will be increased more than 2.00% per year.

28.9.2 The first year COLA shall be prorated by the number of months between the date of retirement and January 31st of the following year.

CITY PROPOSAL #27

Proposal Workers' Compensation Offset

Proposed Language

ARTICLE 28 RETIREMENT

28.9 In the event a member is retired for a service-connected disability and receives both a service-connected disability retirement allowance and a workers' compensation benefit for temporary disability, permanent disability or vocational rehabilitation temporary disability, the service-connected disability retirement allowance shall be offset by the sum of all workers' compensation benefits as follows:

1. The offset shall apply only to the following persons:

a) Those persons whose application for a service-connected disability retirement was filed, by any person authorized to file such application, on or after July 1, 2007; and

b) The applicable amount of the workers' compensation benefits shall be converted to a monthly equivalent. The monthly service-connected disability retirement allowance shall be reduced by the workers' compensation benefit monthly equivalent.

2. The applicable amount of the workers' compensation benefits shall be converted to a monthly equivalent. The monthly service-connected disability retirement allowance shall be reduced by the workers' compensation benefit monthly equivalent.

3. The offset shall be in effect only during such time as concurrent retirement allowances and workers' compensation benefits are paid. In the case of the payment of a lump sum workers' compensation benefit (excluding payments for medical treatment), the offset shall apply only for such period of time as concurrent payments would have been made had the workers' compensation benefit been paid in installments.

4. In no case shall the offset reduce the service-connected disability retirement allowance to an amount less than the sum of the maximum retired member contributions for medical, dental, life and accidental death insurance premiums, as determined by the City, plus one dollar. This limitation shall apply regardless of whether the retired member actually contributes toward the payment of such premiums.

5. The offset shall not apply with respect to workers' compensation benefits paid for an injury or illness which did not cause or contribute to the disability for which the service-connected disability retirement was granted.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #29

Proposal Pension Prior Service Costs/Unfunded Liability

Proposed Language

ARTICLE 28 RETIREMENT

28.9 Effective June 27, 2010, retirement pension contributions required for or because of any prior service or unfunded liability shall be made by the City and Plan members at a ratio of one-to-one.

CITY PROPOSAL #30

Proposal Retiree Healthcare Funding

Proposed Language

ARTICLE 29 RETIREE HEALTHCARE FUNDING
(Current Article 29 and subsequent articles to be re-numbered)

- 29.1 The City and the Union agree to transition from the current partial pre-funding of fire retiree medical and dental healthcare benefits (referred to as the "policy method") to pre-funding of the full Annual Required Contribution (ARC) for the fire retiree healthcare benefits plan ("Plan"). The transition shall be accomplished by phasing into fully funding the ARC over a period of three (3) years beginning June 28, 2009. The Plan's initial unfunded retiree healthcare liability shall be fully amortized over a thirty year period so that it shall be paid by June 30, 2039 (closed amortization). Amortization of changes in the unfunded retiree healthcare liability other than the initial retiree healthcare liability (e.g. gains, losses, changes in actuarial assumptions, etc.) shall be determined by the Plan's actuary. The City and Plan members (active employees) shall contribute to funding the ARC in the ratio currently provided under Section 3.36.575 (C) (1) and (2) of the San Jose Municipal Code. Specifically, contributions for retiree medical benefits shall be made by the City and members in the ratio of one-to-one. Contributions for retiree dental benefits shall be made by the City and members in the ratio of three-to-one. When determining the contribution rates for the Plan, the Plan actuary shall continue to use the Entry Age Normal (EAN) actuarial cost method and a discount rate consistent with the pre-funding policy for the Plan as outlined in this Article.
- 29.2 The City and the Union further agree that the Municipal Code and/or applicable plan documents shall be amended in accordance with the above agreement and that the Union will support such amendments.
- 29.3 It is understood that in reaching this agreement, the parties have been informed by cost estimates prepared by the Police and Fire Department Retirement Plan Board's actuary, and that the actual contribution rates to reach full pre-funding of retiree healthcare will differ. The phase-in to the ARC shall be divided in three steps (using a straight line method), each to be effective on the first pay period of the City's fiscal year in each succeeding year. The first increment of the phase-in shall be effective on June 28, 2009. It is understood that because of changes resulting from future actuarial valuations, the amount of each increase may vary upward or downward.
- 29.4 The City will establish a qualified trust ("Trust") before December 31, 2009.
- 29.5 It is the objective of the parties that the Trust created pursuant to this agreement shall become the sole funding vehicle for Police retiree healthcare benefits, subject to any legal restrictions under the current plan, or other applicable law.

CITY PROPOSAL #31

Proposal Retiree Healthcare Benefits for New Hires

Proposed Language

ARTICLE 30 RETIREE HEALTHCARE BENEFITS
(Current Article 30 and subsequent articles to be re-numbered)

30.1 Retiree Medical Insurance

An employee who is hired on or after July 1, 2009, shall be eligible for a contribution toward the premium for a retiree medical insurance plan provided by the City in the amount of \$400/month or the cost of the single retiree premium, whichever is less, if the employee meets the following criteria:

- Retirees directly from City of San Jose active service
- Has at least twenty five (25) years of retirement service credit in the Police and Fire Department Retirement Plan at the time of retirement. (Service in reciprocal retirement systems shall not count toward the minimum service requirement.)

Contribution rates made by the City and employee will be split as specified in the San Jose Municipal Code Section 3.36.575 (C).

Note: The Normal Cost portion for employees hired on or after July 1, 2009, and covered by the new benefit will be calculated separately from the Normal Cost portion of the benefit for employees covered by the benefit applicable to employees hired on or before June 30, 2009. This will result in different total City and employee contribution rates applicable to the new benefit specified above and the total contribution rates applicable to the benefit for employees hired on or before June 30, 2009. The difference in the Normal Cost for employees covered by the benefit applicable to employees hired on or after July 1, 2009, and the Normal Cost for employees hired on or before June 30, 2009 shall be determined by the Retiree Healthcare Plan actuary.

30.2 Retiree Dental Insurance

Employees hired on or after July 1, 2009, shall be ineligible to receive retiree dental insurance.

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CITY PROPOSAL #32

Proposal Salary Step Structure and Movement

Proposed Language

ARTICLE 36 RECRUIT CLASSIFICATION

All applicants who meet the requirements for the classification of Firefighter and who are selected for possible appointment to the classification of Firefighter shall first be classified as a Firefighter Recruit while in attendance and training at the Fire Academy. A Firefighter Recruit shall be a non-sworn employee unless and until the employee completes the Fire Academy training and is graduated from the Fire Academy. Upon completion of such training and graduation from the Academy, a Firefighter Recruit will be eligible to be appointed to the classification of Firefighter. Eligible employees shall be appointed to Step 1 of the Firefighter classification. While they are in the class, provisions of this Agreement unique to Firefighters and Disability Leave Supplement shall not apply to Firefighter Recruits. They shall be treated by the City as a civilian employee for these purposes.

~~Firefighter Recruits shall be awarded a step increase of approximately five percent (5%) upon being sworn in as a Firefighter. Their next step increases shall be due on their first, second, third, fourth, fifth and sixth anniversary dates of being appointed to the classification of Firefighter.~~

NEW ARTICLE STEP/MERIT INCREASES

Effective the first payperiod of payroll calendar year 2010, the salary steps for all classifications represented by IAFF, Local 230 (excluding the classification of Fire Recruit) will change from approximately 5% between each step to approximately 2.5%. This will result in an increase in the number of steps in the pay range.

Effective the first payperiod of payroll calendar year 2010, all employees represented by IAFF, Local 230 will cease to receive automatic step increases and will receive step increases based on merit only in conjunction with an annual performance appraisal submitted to Human Resources recommending a merit increase. Increases may be no greater than 2.5% per year in the appropriate class salary range and shall not exceed the top step of a classification's salary range.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #34

Proposal Civilianization of Functions

Proposed Language

ARTICLE 42 CIVILIANIZATION OF FUNCTIONS

The City has the discretion to civilianize no more than ten (10) the positions during the term of the contract listed below. Sworn incumbents may be transferred as other positions in the same classification become vacant or the City may delay implementation. If sworn incumbents are to be transferred, they will receive a minimum notice of ninety (90) calendar days. The City will give due consideration to the disabilities of employees occupying such positions and will make a reasonable effort to accommodate such disabilities, including the granting of reemployment rights in different job classifications under existing City programs that provide for maintaining pre-existing salary levels. At the City's sole discretion, civilianized positions may be filled temporarily by sworn personnel without the City waiving its right to civilianize such positions.

42.1 ~~Fire Prevention – One Battalion Chief.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #35

Proposal City-Paid Union Release Time

Proposed Language

ARTICLE 49 UNION RIGHTS

Release Time.

Employees of the San Jose Fire Department are not permitted to attend employee organization/Union meetings during work hours.

Paid Release Time is permitted under the following circumstances:

- Attendance at Meet and Confer sessions between the employee organization/Union and the City. The number of such employees is limited by the provisions of the Employee-Employer Resolution #39367 (City Policy Manual).
- Attendance at scheduled meetings with management, such as scheduled grievance meetings by a designated representative of the employee organization/Union.
- Any other union related release time must receive prior approval by the Fire Chief and the Office of Employee Relations, via the chain of command of the individual concerned.

[Note: This language replaces the language currently in the ROPP]

ARTICLE 33 MINIMUM STAFFING

33.2.6 At the discretion of the Fire Chief or designee, and notwithstanding the above provisions, the following vacancies need not be filled:

33.2.6.2 In addition to section 33.2.6.1, a total of three (3) employees, absent for twelve (12) hours or less, who are Executive Board members or designees, for union release time as identified in Article 49. business.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #36

Proposal Probationary Period

Proposed Language

ARTICLE 38 PROMOTIONAL EXAMINATIONS

~~38.2 Probation. The probationary period for employees appointed to the rank of Fire Engineer and above may be extended only when the probationary employee has been on disability leave, light duty, sick leave, leave for purposes related to pregnancy, military leave, or unpaid leave of absence during the probationary period and that such extension shall be equivalent to the length of time the employee was on leave and/or light duty.~~

ARTICLE 49 PROBATIONARY PERIODS

~~49.1 Probationary Period Calculation. Probationary periods for all classifications represented by IAFF, Local 230, excluding the Fire Recruit Classification, shall not be less than twelve (12) months of actual service. Actual service shall mean regular hours worked.~~

~~49.2 An employee's probationary period may be extended at the discretion of the City up to a maximum of six (6) months of actual and continuous service. The employee will be notified in writing of the length and reason for the extension.~~

CITY PROPOSAL #37

Proposal Catastrophic Illness Time Donation

Proposed Language

ARTICLE 46 CATASTROPHIC ILLNESS TIME DONATION

Employees may donate time to eligible employees for the Catastrophic Illness Time Donation Program (CITD), as outlined in the Time Donation Program Section in the City Policy Manual as of July 1, 2009.

~~46.1 Employees may donate accrued vacation and/or compensatory time for credit to another employee who suffers a non-job related catastrophic injury or illness. Such donations may be made in accordance with the following:~~

~~46.1.1 To be eligible to receive donated leave, the recipient employee's illness must require that the employee be absent for at least thirty (30) cumulative days within the six (6) previous months. In addition, the recipient employee must have exhausted all paid leave prior to using donated leave.~~

~~46.1.2 Donations of vacation and/or compensatory time shall be made in increments of full or half hours.~~

~~46.1.3 Donations shall be on a dollar for dollar basis. The value of donated leave time shall be calculated at the donor's regular pay rate, then converted to hours of sick leave at the recipient's regular pay rate to the nearest half hour to determine the number of hours of sick leave available to the recipient. For employees covered by the City's salary continuation insurance plan, use of donated leave will be an offset to benefits in accordance with the provisions of that plan.~~

~~46.1.4 Donations are irrevocable. Unused hours remaining when the recipient returns to work or terminates employment with the City shall be retained by the recipient.~~

~~46.1.5 In the event of a death of the recipient while still employed by the City, any donated unused leave time remaining at the time of death will be paid to the recipients estate at one hundred percent (100%) of the value at the employee's final hourly rate.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #38

Proposal Employee Assistance Program Referrals Training

Proposed Language

ARTICLE 41 EMPLOYEE ASSISTANCE PROGRAM

- ~~41.1 A training plan for utilization and implementation of Employee Assistance Programs shall be developed jointly between the City of San José and IAFF Local 230.~~
- ~~41.12 Effective each July, t~~The City will provide an additional sum of \$15,000 for training related to Firefighter Employee Assistance Programs as needed and subject to available funding.
- 41.2 Psychological Counseling: The City agrees to provide a psychological counseling program with the maintenance of doctor-patient relationship and with an alcoholic counseling component.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #39

Proposal Employee Assistance Program Referrals

Proposed Language

ARTICLE 41 EMPLOYEE ASSISTANCE PROGRAM

41.4 Employee Assistance Program Referrals: If a supervisor believes that an employee's work performance or behavior while on duty is impaired and can be improved through the EAP, the supervisor may require the employee to attend an initial screening session with the Employee Assistance Program. The employee shall provide proof of attending the initial appointment. Failure to attend or to provide proof of such attendance may subject the employee to disciplinary action. Actual results of the initial screening shall be subject to normal confidentiality provisions, unless the employee voluntarily signs a release of information form. The employee's decision to attend or not attend follow-up sessions shall be voluntary. Nothing in this article shall preclude an employee voluntarily agreeing to different conditions as part of a disciplinary settlement agreement.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #42

Proposal Community Response Readiness

Proposed Language

ARTICLE 49 COMMUNITY RESPONSE READINESS

As a condition of employment, all employees hired after July 1, 2009, shall reside within sixty (60) minutes travel time from the City of San Jose, City Hall, 200 E. Santa Clara Street, San Jose, CA 95113. Travel time shall be determined by the total estimated automobile trip time as calculated by MapQuest™ (<http://www.mapquest.com/>) or other equivalent program. Employees who reside outside of this area on their hire date must change their residence to a location that complies with this section within one-hundred and eighty (180) days of their initial date of hire.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #43

Proposal Class B Driver License Requirement

Proposed Language

ARTICLE 49 Class B Driver License Requirement.

49.1 Employees appointed to the classification of Fire Fighter on or after July 1, 2009, shall have one (1) year to obtain a Class B Driver License, and are thereafter required to maintain such Class B license as a condition of employment.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #45

Proposal Bilingual Premium Pay

Proposed Language

5.7 Bilingual Premium Pay.

5.7.1 ~~Effective June 25, 2000, each~~ Each full time employee certified ~~Spanish-English or Vietnamese-English~~ as bilingual shall be compensated at the rate of \$29.00 per pay period, if he or she meets the following criteria:

5.7.1.1 ~~The Fire Chief or designee have identified the language, as a high-need language for the department~~ The employee is certified in English and another language by the Fire Chief and;

~~5.7.1.2~~ 5.7.1.1 The employee's duties require the use of the designated language on a regular, on-going basis.

5.7.2 The Department of Human Resources or its designee must certify such employees bilingual.

~~5.7.3 If the Fire Chief determines another Non-English language is required in the department, the Fire Chief may recommend that the language be eligible for the bilingual premium pay to the Director of Human Resources. Eligibility and certification of an additional Non-English language shall be in accordance with the above criteria.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #46

Proposal Medical Examinations

Proposed Language

- 19.4.6 ~~In accordance with existing policy, The the-~~ City shall ~~agrees to~~ provide physical examinations for employees under ~~forty five (45) years of age once (1) every three (3) years~~ annually. For employees ~~forty five (45) years of age or older, the City agrees to provide physical examinations once (1) every two (2) years.~~ For employees required to hold a Class A or B drivers license, the City agrees to provide physical examinations as required by law for operators of Fire Service apparatus. Notwithstanding any provision of this section, the City may elect to conduct, or have conducted, physical examinations at other times such as upon return from sick leave or disability leave or upon promotion.

CITY PROPOSAL #48

Proposal Blood Donations

Proposed Language

ROPP Section 4.420.41 GIVING BLOOD

~~Personnel shall not donate blood while on emergency duty. In cases of extreme emergency, the Duty Chief shall be contacted for a decision on letting on-duty personnel donate blood. Forty-hour personnel can donate blood when scheduled to work and will be released from work for a period not to exceed two hours.~~

~~Line personnel who donate blood while off duty will be given two hours of compensatory time (straight time). To qualify, the receipt must be submitted to the supervisor prior to the end of the pay period during which the blood was donated. If this is not possible because of vacation or other absence, the receipt must be submitted to BAS, with a request for the comp time, no later than two full pay periods after donating blood.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #51

Proposal Employee Rights

Proposed Language

ARTICLE 35 EMPLOYEE RIGHTS

- 35.1 It is the mutual desire of the City and the Union to protect the rights of the employees. Accordingly, whenever any employee is questioned or interrogated by management concerning any matter which could lead to discipline, the employee may request that a Union representative be present during the questioning or interrogation session. In the event the employee exercises such right, no questioning or interrogation shall proceed until such time as a Union representative is made available to attend such session, provided such representation is made available within a reasonable period of time not to exceed five (5) days.
- 35.2 When the City finds it necessary to conduct an internal investigation, the investigation will be conducted according to the procedures set forth in the Department's Official Action Guide (OAG) and in accordance with any other the rights otherwise granted by law applicable to the employee being investigated. The Individuals in charge of the investigation will be trained in these procedures and the applicable legal rights of employees.
- 35.3 ~~Any dispute regarding the application of the OAG procedures in the conduct of an investigation may be appealed in accordance with the grievance procedure.~~
- 35.34 An employee suspected of criminal misconduct may be ordered to answer questions, notwithstanding the employee's constitutional rights, upon penalty of discipline, provided the employee is advised that such answers may not be used in any criminal proceedings against the employee.
- 35.45 The implementation of this article will neither diminish nor enhance rights granted under Government Code 3300, if any exist. For purposes of this provision, Arson Investigators are deemed to be peace officers.

CITY PROPOSAL #54

Proposal Disciplinary Grievances

Proposed Language

20.8 Disciplinary Action Grievances.

20.8.1 Employees in the bargaining unit shall only be disciplined for cause. Discipline is defined to include those matters which are cognizable before the Civil Service Commission, including Step Reductions.

Step Reduction. As an alternative to other forms of discipline, the appointing authority may reduce an employee's salary step for a specified period of time. The employee may appeal this action, including the amount and the length of time, to the Civil Service Commission according to the same rules as apply to other formal disciplinary appeals or pursuant to the disciplinary procedure set forth in this Agreement.

20.8.2 No provision under Section 20.8.1 shall be subject to the grievance procedures of this Agreement. The appeal process for step reductions, suspensions, demotions, or dismissals are not subject to appeal through the grievance procedure of this Agreement.

20.8.3 Persons on probationary status (entry-level or promotional) may not appeal under this agreement rejection on probation.

20.8.4 Letters of reprimand may be appealed under this section only to the City Manager level.

~~20.8.4 An employee challenging discipline shall have the option of choosing between the dispute resolution provisions of this Agreement, or appeal to the Civil Service Commission. The election of one (1) remedy shall constitute a waiver of the other. Any employee who wishes to preserve the right of appeal to the Commission must comply with the time requirements for filing such appeal as specified in the Civil Service Rules.~~

~~20.8.5 An employee appealing to binding arbitration shall do so by filing a written request with the Municipal Employee Relations Officer within twenty (20) days of service upon the employee of the Notice of Discipline on which the discipline is based. The arbitration provisions of the grievance procedure of this Agreement shall apply, including those dealing with time limits, but shall not include the provisions dealing with "Immediate Arbitration".~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

~~20.8.6 As otherwise provided in this Agreement, for the disciplinary matter to go to binding arbitration, the Union must agree (i.e., must be the party taking the matter to arbitration).~~

~~20.8.57~~ Notwithstanding the provisions of San José Municipal Code 3.04.1700 D., employees in this unit shall not be eligible to apply for a hearing by the Civil Service Commission regarding performance ratings.

CITY PROPOSAL #55

Proposal Accommodation for Displaced Firefighters Due to Paramedic Program

Proposed Language

- ~~5.5 Accommodation for Displaced Firefighters Due to Paramedic Program. A one (1) time flat payment of \$500.00 shall be given to each firefighter who is displaced from their engine company due to the expansion of the City's paramedic program.~~
- ~~5.5.1 The one (1) time special accommodation payment shall be made after the paramedic program is fully implemented in July 1996. This one (1) time payment shall not establish a precedent for future shift bids.~~
- ~~5.5.2 Firefighters who are displaced, but agree to a mutual trade back to their original engine company within one (1) year of displacement, are not eligible for the special accommodation payment.~~
- ~~5.5.3 The City shall recover the \$500.00 payment from firefighters who receive the special accommodation payment, but become ineligible under the conditions in sections 5.5.2 above.~~
- ~~5.5.4 In accordance with the provisions of Article 5.5 and sections 5.5.1, 5.5.2, and 5.5.3 above, the City shall extend the one (1) time flat payment of \$500.00 to each firefighter who is displaced from their truck or USAR company due to the continued expansion of the City's paramedic program. This section does not preclude the City from suspending bidding for firefighter positions on the affected truck or USAR company prior to upgrading the company to paramedic level.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #56

Proposal Working in a Higher Classification

Proposed Language

ARTICLE 9 WORKING IN A HIGHER CLASSIFICATION

- 9.1 Upon specific assignment by the Department Head, or a designated representative, an employee may be required to perform the duties of a higher classification. Such assignments shall be made only to existing authorized positions, which are not actively occupied due to the temporary absence of the regularly appointed employee. Such assignments shall not be made to vacant positions except in accordance with the rules pertaining to Temporary or Provisional appointments.
- 9.2 Employees specifically assigned to duties of a higher classification shall be compensated at the rate in the salary range of the higher class which is at least one (1) salary rate (step) higher in the salary range schedule than the rate received by the employee in the employee's present class, provided, however, that such compensation shall not be paid unless the employee has completed ten (10) or more hours in a shift or ten (10) or more hours in two (2) consecutive shifts in the said higher classification and provided that the employee assigned to a forty (40) hour work week has completed at least one-half (1/2) day in said higher classification.
- 9.2.1 Employees working forty (40) hour work weeks shall only be compensated if they have completed at least one-half (1/2) day in said higher classification.
- 9.2.2 Employees working fifty six (56) hour work weeks shall only be compensated if they have completed ten (10) or more hours in a shift or ten (10) or more hours in two (2) consecutive shifts in the said higher classification.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #57

Proposal Survivorship Benefit for new hires

Proposed Language

ARTICLE 28 RETIREMENT

28.8 A spouse/domestic partner of an employee hired on or after July 1, 2009, shall be eligible to receive a survivorship benefit which shall be equal to (50%) of the member benefit.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #58

Proposal Copies of Agreement for Distribution

Proposed Language

- 29.5 Copies of Agreement for Distribution. The City will print ~~five-hundred (500)~~one-hundred (100) hard copies for use by the City and IAFF, Local 230. The City will also provide an electronic file of this agreement for the Union to use to make additional copies. Additionally, the MOA will be available on the City's Intranet and Internet websites.

CITY PROPOSAL #59

Proposal Paychecks

Proposed Language

29.1 ~~Paychecks. Paychecks will be delivered on payday to the station to which an employee is normally assigned. Any paycheck not claimed by an employee before Monday, ten (10) days following payday, will be returned to the Fire Department Administration Office. Employees may, at their option, file with the Finance Department appropriate written instructions for the automatic deposit of their paychecks, which instructions may be amended at such times as the Finance Director determines are reasonable.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #60

Proposal Pension Prior Service Costs/Unfunded Liability for New Hires

Proposed Language

ARTICLE 28 RETIREMENT

28.9 Effective June 27, 2010, retirement pension contributions required for or because of any prior service or unfunded liability shall be made by the City and Plan members at a ratio of one-to-one, for members who are hired on or after July 1, 2009.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #63

Proposal Safety Provisions

Proposed Language

- ~~19.4.1 To replace, through normal attrition, all turnouts so that they meet Project Fires Standards, all harnesses for Self-Contained Breathing Apparatus (SCBA) with Kevlar harnesses and all SCBA metal bottles with "light-weight" composite bottles.~~
- ~~19.4.2 To continue the Diesel Fume Emission Program, (including purchase of new equipment where appropriate).~~
- ~~19.4.3 To test all aerial ladders at least every two (2) years.~~
- ~~19.4.4 To comply with all applicable laws covering emergency vehicles.~~
- ~~19.4.5 To continue to make available Hepatitis B vaccinations either through employee health insurance plans or at no additional cost to the employees.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #64

Proposal Vacation Relief Personnel

Proposed Language

~~25.7 Vacation Relief Personnel. The City agrees to increase the number of firefighter classification vacation relief personnel by two (2) from four (4) to six (6) from May 1 through October 31 of each calendar year.~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL #65

Proposal Compensatory Time

Proposed Language

14.7 Compensatory time credited to an employee, and which is not taken within twenty-six (26) pay periods following the pay period in which the overtime is worked, shall be paid to the employee at the appropriate rate.

14.7.1 In the event the outstanding amount of accrued compensatory time owed to an employee exceeds 480 hours, the employee will automatically receive payment for any hours in excess of 480 hours.

14.7.42 Compensatory time earned while on a forty (40) hour week assignment shall be converted to reflect a fifty-six (56) hour work schedule whenever employee is transferred to a fifty-six (56) hour work schedule. Compensatory time earned while on a fifty-six (56) hour week assignment shall be converted to reflect a forty (40) hour work schedule whenever an employee is transferred to a forty (40) hour work schedule.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL

Proposed Language

Contract Clean-up

Update references to Official Action Guide and/or OAG

12.3 Employees assigned to a twenty-four (24) hour shift.

12.3.1 Employees who are assigned to work a twenty-four (24) hour shift and who serve on a jury on their assigned work day, shall return to their assigned station upon completion of such jury service. In the event such employee is required to report for jury service on the following day, the employee will be released from their assigned work shift at 9:00 p.m. The employee shall notify their immediate supervisor or battalion chief of this jury service requirement. Such time off will be considered time worked. Jury service is defined to include a day in which an employee must report to a court of law for jury selection or voir dire. Notwithstanding any other provisions in this agreement or the OAG-ROPP to the contrary, the City will not be required to minimum staff for positions, other than front-line paramedic positions, vacated at 9:00 P.M.

34.1 An employee who returns to work following a work-related disability, sick leave or unpaid medical leave shall follow the return to work procedures outlined in the City of San José Official Action Guide.ROPP.

Remove outdated language

~~16.3 The parties agree that OAG Section 240 shall contain the following language:~~

~~240.1 Transfers and Assignments~~

~~A. Authority~~

~~1. It is recognized and agreed that the primary obligation of the Department is to provide service of the highest quality to the public. The right to assign personnel is inherent to providing such quality service. Management also recognizes the desire of employees to periodically request changes in work assignments.~~

~~2. Officers may refuse any request for transfer of personnel within their command if in their opinion such transfer would reduce efficiency of the Department. Any such transfer and the reasons therefore shall be set forth in writing by the officer refusing the transfer and sent to the Fire Chief, through channels, with a copy delivered to the member requesting the transfer.~~

~~If the Chief denies the bid without a recommendation from the Chain of command, the reasons for such denial shall be given in writing to the employee. The employee requesting~~

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

~~the transfer which has been refused shall have five (5) days from the receipt of the notice of refusal to file written objections with the Chief.~~

~~Move from 240.1(C)1. All transfers of personnel within the SJFD shall be made on the basis of seniority rights, except transfers made by mutual agreement, support paramedics, bi-lingual positions assignments, assignments to the HIT Unit, assignments to a USAR Company, and transfers for the good of the Department.~~

~~If the employee wishes to appeal the Chief's denial, the employee may within ten (10) working days, request a review by the City Manager or designee. Such request shall be in writing, and shall include reasons why the employee is not satisfied with the decision rendered. The City Manager has ten (10) working days in which to notify the employee of the results of such review. The decision of the City Manager or designee shall be final and binding.~~

~~The City shall amend the OAG to permit Inspectors in the Fire Prevention Bureau to bid within the Inspector Series by seniority once the position becomes vacant.~~

~~The Chief retains the right to deny a bid, change the location of a position, or change an assignment to meet workload demands.~~

- 28.1 Benefits of the Police and Fire Retirement Plan System are to be paid in accordance with the provisions of the Plan and the Memorandum of Agreement on Retirement Between the City and the Union and the San José Police Officers' Association.

Article 30.3: Add “,” and space

- 30.3 Any employee who, on March 1, 2004, was a member of the Union, and any employee who subsequently becomes a member may, during the period beginning May 1, 2008 through May 31, 2008; and May 1, 2009 through May 31, 2009, resign such membership and thereafter shall not be required to join as a condition of employment. Resignations shall be in writing addressed to the City's Municipal Employee Relations Officer with a copy to the Union.

Article 19.4: Remove space between “data” and “base”

- 19.4 The City agrees to establish a separate reporting system for exposures to communicable diseases and hazardous materials. This reporting system will be distinct and in addition to the Employer's Report of Occupational Injury or Illness (Form 5020) currently in use. The reports of exposures to communicable diseases and hazardous materials will be collected through an automated system and will be used to establish a data-base reference and to analyze data concerning exposures, recorded on the basis of an individual employee's exposures as well as specific materials to which more than one (1) employee is exposed. The City agrees to provide employees, upon request, with copies of their personal exposure records. The Department shall ensure that data entry shall be timely maintained. Summary data shall be made available to the Union.

Article 20.6.7: Add “s” after “argument”

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

20.6.7 Unless the parties agree otherwise, closing arguments shall be presented orally and there shall be a "bench" decision.

Article 31: Remove “-“ after “(14)”

31.1 Each full-time employee shall be granted bereavement leave with full pay for a period of four (4) days in the case of employees on other than twenty four (24) hour shifts or two (2) work shifts, for personnel assigned to work twenty four (24) hour shifts, to attend the customary obligations arising from the death of any of the following relatives of such employee or employee's spouse or employee's domestic partner. All leave must be used within fourteen (14) calendar days following the death of the eligible person. Under extreme circumstances, the fourteen (14) -day requirement may be waived by the Director of Employee Relations. The decision of the Director of Employee Relations regarding the waivers shall be final with no process for further appeal:

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL

Proposed Language

Contract Clean-up

Change reference of “Director of Finance” to “Director of Human Resources”

27.9 No employee shall be entitled to any compensation or other benefits under the provisions of this Article unless the Director of Finance–Human Resources shall have determined that such employee is entitled to such compensation or benefits.

27.9.1 The Director of Finance–Human Resources in order to properly make any determination respecting an employee's claim to benefits hereunder, may require the employee to present evidence proving that such employee is entitled to the benefits claimed, including, but not limited to, proof of the injury, proof that it arose out of and in the course of the employee's employment with the City, proof of the disability and of its duration, and proof of any other relevant matters. Also, said Director may require the employee to submit to medical and physical examinations by physicians selected by said Director.

27.9.2 The Director of Finance–Human Resources shall be notified of approved or disapproved claims for disability leave compensation.

27.9.3 The Director of Finance–Human Resources shall not make any determination holding that an employee is entitled to any compensation or leave of absence hereunder for any period of time because of an injury if the Workers' Compensation Appeals Board, or any judicial court having jurisdiction over the matter, shall have already determined that such employee is not entitled because of such injury to any temporary disability compensation whatsoever from the City, or to any such compensation from the City for said period of time, under the Workers' Compensation provisions of Division I or Division 4 of the Labor Code of the State of California. Any such determination by said Director in violation of this paragraph shall be null and void.

27.9.4 Also, in the event the Director of Finance–Human Resources should determine that an employee is entitled to any compensation or leave of absence hereunder for any period of time because of an injury, and, subsequently, the Workers' Compensation Appeals Board, or any judicial court having jurisdiction over the matter, should determine that the employee is not entitled, because of such injury, to any temporary disability compensation whatsoever from the City, or to any such compensation from the City for such period of time, under the Workers' Compensation provisions of Division I or Division 4 of said Labor Code, then in that event, the determination of said Director shall become null and void and City shall be entitled to reimbursement for all moneys, if any, theretofore, paid by the City to said employee for or because of said injury and absence.

Change reference of “Department of Finance” to “Department of Human Resources”

34.2.1.1 Employee provides information on ability to return to work from their treating physician to the Risk Management Section of the Finance–Human Resources Department. If they are cleared by their physician for full duty, they return to the line.

2009 CITY OF SAN JOSE – IAFF NEGOTIATIONS

CITY PROPOSAL

Proposal Contract Clean-up

Proposed Language

~~37.2 Labor Management Committee on Deferred Retirement Option Plan ("DROP"). During the term of this contract the City and the Union will, not later than 1/31/2008, convene a labor management committee to explore available options and implications of adopting a Deferred Retirement Option Plan (DROP). The Labor Management Committee shall be comprised of a maximum of three (3) members of City Administration and a maximum of three (3) designated Union representatives.~~

~~The Union or City may also suggest, recommend and/or allow an outside party to make presentations in the Labor Management Committee to provide relevant information. The cost, if any, associated with such outside parties will be borne by the party(s) requesting their presence.~~

~~Meetings of the Committee shall be informational only and shall not constitute or be construed as negotiations or meeting and conferring. In the event either party wishes to meet and confer over the establishment of a DROP, they may do so during negotiations over a successor Memorandum of Agreement.~~

CITY PROPOSAL

Proposal Contract Clean-up

Proposed Language

ARTICLE 25 VACATIONS

25.1 ~~Each eligible full-time employee shall be granted vacation leave with pay in accordance with the following: Employees shall accrue a leave of absence with full pay for vacation purposes, pursuant to the provisions of Resolution No. 51872, or amendments thereto. Accordingly, a full-time employee shall be entitled to accrue vacation leave in the amount specified in subsections 25.1.1 and 25.1.2 for each cycle of twenty six (26) full biweekly pay periods immediately preceding December 31, or portion thereof, in each year of employment. A full-time employee is not eligible to use accrued vacation until completion of at least thirteen (13) biweekly pay periods of employment with the City.~~

25.1.1 Employees assigned to a forty (40) hour work week:

Years of Service	Hours of Vacation per twenty six (26) pay periods cycle
First 5 years	80 hours
6th - 10th year	120 hours
11th - 12th year	136 hours
13th - 14th year	152 hours
15th year or more	200 hours

25.1.2 Employees assigned to fifty-six (56) hour work week:

Years of Service	Hours of Vacation per twenty six (26) pay periods cycle
First 5 years	120 hours (five full shifts)
6th - 10th year	168 hours (seven full shifts)
11th - 12th year	192 hours (eight full shifts)
13th - 14th year	216 hours (nine full shifts)
15th year or more	288 hours (twelve full shifts)

25.8 ~~Carry-over of Vacation Leave. – An employee may carry over to the next subsequent cycle of twenty-six (26) biweekly pay periods not more than two hundred (200) hours for employees on a forty (40) hour workweek and two hundred forty (240) hours for employees on a fifty six (56) hour workweek of unused vacation leave, together with any earned vacation which the employee is prevented from using in the former cycle, during which it is accrued, because of service connected disability or extended sick leave with or without compensation. This carryover process shall expire at the end of payroll calendar year 2008.~~

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~~Effective the first payperiod of payroll calendar year 2009, employees~~ Employees shall not be allowed to accrue vacation in excess of two times their annual vacation accrual rate. Once the maximum accumulation has occurred, vacation will cease to accrue until the employee's vacation balance has fallen under their maximum vacation accrual amount.

~~Effective the first payperiod of payroll calendar year 2009, any~~ Any employee who is already above two times their annual vacation accrual rate, will cease accruing vacation until they have used enough vacation to bring them below their maximum accrual amount.

25.9 Vacation Scheduling. Any employee who is prevented from taking regularly scheduled vacation as a result of disability leave or sick leave, shall take vacation as follows:

1. If the employee returns from disability leave or such leave in the last three (3) months of the calendar year, or, if the missed vacation occurs in the last three (3) months of the calendar year, then the employee will be given the option of ~~carrying over the missed vacation hours to the next calendar year or of~~ taking such vacation under the conditions set forth below.

25.10 ~~Effective the first payperiod of payroll calendar year 2009, employees~~ Employees will only be allowed to use vacation that has already been accrued.

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CITY PROPOSAL

Proposal Contract Clean-up

Proposed Language

~~37.2 Wellness Program Labor Management Committee. During the term of this contract the Department will convene a labor management committee to develop a proposal based upon the IAFF/IAFC Wellness Fitness Initiative. The proposal will be submitted to the City and the Union for approval by both parties. The parties agree that all members of Local 230 shall be required to participate in any implemented wellness fitness initiative program as a condition of employment.~~